

real estate development companies counts on Verizon's advanced technology" for its private residential developments, including a development in California that "will encompass more than 7,000 homes and apartments, as well as schools, parks and commercial buildings."

22. Pages 13 through 15 of Exhibit G describe Verizon's relationship with the Brambleton private development near Dulles Airport. According to Verizon, Brambleton's "community plan includes more than 6,000 single-family homes, town homes and condominiums" as well as many other buildings and businesses typically found in a town or city with public streets. I understand that Verizon has bulk agreements with Brambleton to provide both video service and high speed Internet service to residents of this development.

23. Verizon's web site confirms Verizon's extensive efforts to "partner" with large new residential developments. The main page of Verizon's web site devoted to residential contracts is: <http://communities.verizon.com>.

24. Verizon has recently advertised in MDU trade press materials that the best "value proposition" for developers is to enter into long term bulk service agreements with Verizon for their communities. One Comcast MDU sales representative was told by the developer of a 5000 unit residential development that Verizon representatives had said that Verizon would not provide the homes with phone service unless the developer agreed to accept Verizon's FiOS service, which includes voice, video, and high speed Internet. The developer reported that it agreed to pay Verizon a bulk rate of \$20 per home for Verizon's video service. In addition, the developer reported that Verizon paid \$500 per unit up front as additional compensation to secure the bulk contract. I have

heard similar anecdotal reports of Verizon's demands and payments in other areas, but do not have more concrete proof of such demands or payments.

**AT&T Exclusive MDU Contracts**

25. AT&T has a number of exclusive contracts with MDUs for the provision of video, voice and high-speed Internet services.

26. Attached as Exhibit H is a one-page brochure explaining "AT&T Smart Moves: Services at a Glance," distributed by AT&T at a real estate conference this year. The brochure explains that the "Smart Moves program is designed specifically to secure and retain AT&T California as the preferred provider of services to the building owner, developer and property management segments." The brochure further confirms that "In return for exclusively marketing our products and services, AT&T California compensates the owner a share of the billed revenue earned at their community." The same brochure confirms that AT&T's program includes voice, long distance, high speed internet, and video services.

27. Attached as Exhibit I are excerpts of a "Smart Moves Regional Contract for Marketing of Services for Pacific Bell Telephone Company New Construction MDU Properties." Sections 1 and 7 (pages 2 and 4) confirm the exclusive marketing requirements. The last page of this agreement, titled "Owner Notification Letter," confirms that the agreement is designed to include voice, high speed Internet, and video services.

28. Attached as Exhibit J are excerpts of a "Pacific Bell Smart Moves Contract for Marketing of Video Services." Sections 1.1 and 1.2 confirm the exclusive marketing requirements. Section 1.2 further states that the MDU owner "will not facilitate the

provision of any service or grant any other video service provider the right to provide such competitive service."

**Bellsouth Exclusive MDU Contracts**

29. Bellsouth has a number of exclusive marketing agreements with MDU owners for the provision of video, voice, and high-speed Internet services.

30. Attached as Exhibit K are excerpts of a "Standard Marketing Agreement" created by BellSouth. Appendix B, section II.A. confirms that this is an exclusive marketing agreement for voice, mobile, Internet, and video services.

**Qwest Exclusive MDU Contracts**

31. Qwest has a number of exclusive marketing agreements with MDU owners for the provision of video, voice, and high-speed Internet services.

32. Attached as Exhibit L are excerpts of a "Broadband Services & Marketing Agreement" used by Qwest. Section 2.4 confirms that this is an exclusive marketing agreement for broadband or competing services. Section 1.6 and Exhibit C identify that Qwest agrees to pay property owners a dollar amount per door for the exclusive marketing performed under this agreement.

33. Attached as Exhibit M are Qwest marketing materials distributed to new tenants of MDUs that Qwest serves. These materials confirm that Qwest's program includes digital voice, wireless, long distance, high speed Internet, and digital video service.

I declare under penalty of perjury under the laws of the United States of America  
and that the foregoing is true and correct and that this Declaration was executed by me

A handwritten signature in black ink, appearing to read "William F. Revell", written over a horizontal line.

William F. Revell  
Vice President, MDU Sales Operations  
Comcast Cable Communications, LLC

Date: 7/02/07

**EXHIBITS TO THE DECLARATION  
IN SUPPORT OF COMMENTS  
OF COMCAST CORPORATION**

- Exhibit A:** Knology, Inc. Exclusive Access Agreement, Florida
- Exhibit B:** Knology, Inc. Marketing Materials and Proposals to MDU Owners
- Exhibit C:** Exclusive Marketing, Promotion, Sales and Use Agreement of Dish Network Reseller
- Exhibit D:** Digital Community Networks, Inc. Exclusive Agreement, Florida
- Exhibit E:** Digital Community Networks, Inc. Exclusive Agreement (2), Florida
- Exhibit F:** Verizon News Release Re FiOS, March 8, 2006
- Exhibit G:** Verizon Brochure: "Connected: Partnering to Profit from Fiber-Optic Broadband"
- Exhibit H:** AT&T Brochure: "AT&T Smart Moves: Services at a Glance"
- Exhibit I:** "Smart Moves Regional Contract for Marketing of Services for Pacific Bell Telephone Company New Construction MDU Properties"
- Exhibit J:** "Pacific Bell Smart Moves Contract for Marketing of Video Services"
- Exhibit K:** BellSouth: "Standard Marketing Agreement"
- Exhibit L:** "Qwest Broadband Services & Marketing Agreement"
- Exhibit M:** Qwest Marketing Materials

# Exhibit A

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KNOLOGY OF PANAMA CITY INC.

EXCLUSIVE CABLE TELEVISION SERVICES AGREEMENT

This Agreement, made this [REDACTED] day of [REDACTED], by and between [REDACTED] ("Owner"), with its principal office located at [REDACTED], and KNOLOGY OF PANAMA CITY INC. ("Operator").

WHEREAS, the Operator is in the business of providing cable television services; and

WHEREAS, Owner owns certain real property and improvements located at [REDACTED] (the "Property"); and

WHEREAS, Owner desires to make Operator's services available to the residents of the Property (the "Guests"), and Operator is willing to provide such services to the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**1. Rights Granted to Operator.**

**1.1 Services.** During the term of this Agreement, Operator shall have the exclusive right to provide the cable television services, in order to deliver programming to the Guests, as listed on Exhibit A (the "Services").

**1.2 Use of the Property.** Operator and its agents and contractors shall have full right of access to the Property in order to design, construct, install, maintain, repair, upgrade and operate the system and network to provide the Services, including underground cable, pedestal locations and power supply locations (collectively, the "System"). Operator agrees to provide to Owner materials for inside wiring. Such inside wiring materials shall be installed by Owner at no charge to Operator. After Owner completes installation of inside wiring, Operator shall then install all other equipment associated with inside wiring including face plates, connectors, and junction boxes. The construction and maintenance work for the System shall be performed in a good and workmanlike manner, and free from liens. Operator may, at its expense, install such equipment on the Property, as it deems necessary from time to time for the operation of its System.

**1.3 Marketing.** Owner agrees that it will not market another provider's products and/or services related to cable television services during the term of the Agreement, including but not limited to satellite master antenna television services. The parties agree that the terms, conditions and charges for Services shall be between the Owner and the Operator. Credits, if

any, for service interruption shall be granted to the Owner in accordance with the policies and tariffs, if applicable, of Operator and its agents.

**2. Obligations of Operator.**

2.1

2.2

2.3

**REDACTED**

2.4

2.5

2.6 **Compensation.** During the term of this Agreement, Owner agrees to pay the compensation set forth on Exhibit B to Operator. Operator may increase the monthly rate upon 30 days notice to owner. The initial monthly service charge is guaranteed not to increase for 24 months from the date of the agreement, and may increase no more than 5% during any twelve



# Exhibit B

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# Knology revenue-sharing plan for multi-dwelling unit owners

Knology helps you attract and retain residents by offering the quality services that people seek.

- Knology Phone Service—local and long distance, competitive rates, more than 20 calling features like voice mail, call waiting, caller ID and more.
- Knology Digital Cable TV—more than 200 channels, superior picture and sound, 47 premium channels with multiple screens of HBO, Showtime, The Movie Channel, Encore and STARZ!; Video on Demand and 45 digital music channels.
- Knology Internet Service—Knology High-Speed Internet; download photos, music, video clips and software at lightning-fast speeds; no dialing up, no busy signals, won't tie up your phone line. Knology IntroNet—100% faster than traditional dial-up service; priced to fit any budget.



## Knology Revenue-Sharing Plan for Multi-Dwelling Unit Owners

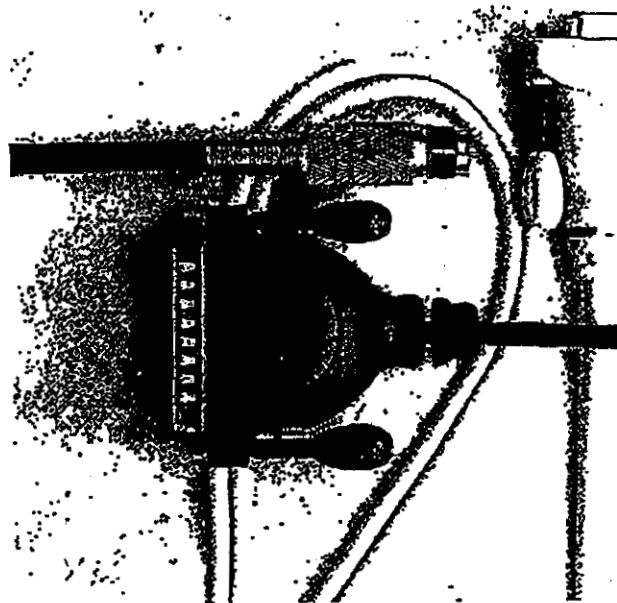
- Knology will link the fiber-optic network to property free of charge
- Knology crews are professionally trained to minimize installation's impact on your property
- Property owners receive a check every month and a recap of their subscribers
- Offering Knology services attract and retain more residents
- Offering Knology services increases owners' competitive edge over competing properties

**KNOLOGY**

knology.com

Knology uses a superior fiber-optic network that provides virtually  
**unlimited bandwidth.**

- Marconi Communications DISC\*S\* Deep Fiber HFC Network takes fiber-optic technology further-- to an Optical Network Unit located within just a few hundred feet of each apartment unit.
- Each fiber node serves a maximum of just 24 residences (as opposed to 300 to 1000). This allows for less shared bandwidth and, therefore, faster download and upload speeds for voice, data and other Internet applications.
- Marconi Deep Fiber gives you virtually unlimited bandwidth to handle any anticipated increase in traffic, accomplished by upgrading cards and electronics.



**KNOLOGY**

knology.com

# Exhibit C

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## Cable Television & High Speed Internet Bulk Service Agreement

This agreement ("Agreement") is entered as of [REDACTED] by and between Sat Star Communications, LLC, a Florida limited liability corporation ("Company"), and [REDACTED] ("Owner").

WHEREAS, Owner is the Association for the multiple dwelling-unit, [REDACTED] (the "Property"), as described more fully in Articles 2 and 3 of the "Basic Provisions" set forth in Exhibit "A," which is attached hereto and made a part hereof; and

WHEREAS, Company is in the business of providing the Services set forth in the Basic Provisions to tenants of apartment houses, condominiums, and other multiple unit dwellings; and

WHEREAS, Company desires to provide the Services to the Property and to install the necessary equipment and cable to provide the Services, and Owner desires Company to install such equipment and cable and to provide the Services to the Property;

Now, therefore, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

### 1. Definitions.

(a) "Premises" shall mean collectively (i) a secure, non-public area satisfactory to Company for installation and operation of the Video System (as hereinafter defined), consisting of at least one hundred twenty (120) square feet of floor space; and (ii) adequate electrical power and lighting satisfactory to Company for installation, maintenance, and operation of any required equipment or Services.

(b) "Property Manager" shall mean the manager of the Property and the personnel who assist the manager in managing the Property.

(c) "Services" shall mean the cable television programming provided to the Property via non-broadcast satellite, wireless, or fiber-delivered programming and high speed internet services delivered over the Video System, as defined in the Basic Provisions set forth in Exhibit "A."

(d) "Video System" shall mean receiving, processing, and distribution equipment; antennae; transmission and distribution lines; wires; coaxial cables; optical fiber; receivers; tapes; amplifiers; other electronic devices; pedestals; transmission or interconnect equipment; and all other materials or equipment on the Property installed or used by Company, including within any buildings or residential units used to transmit and receive the Services (other than personal property that is owned or provided by Owner or residents, and that is attached to the Video System).

2. **Term.** The term of this Agreement shall be for the period set forth in the Basic Provisions.

### 3. Obligations of Owner.

(a) Grant of Rights. Owner hereby grants Company, its successors and assigns, to the fullest extent permitted by law, (i) the right of access to the Property, as required to provide the Services to residents of the Property; (ii) the right to provide Services by any and

all means of distribution; (iii) the right to install, own, use, operate, replace, and maintain the Video System on, off, and through the Property and to serve other properties via the Video System; (iv) the exclusive right to market, promote, and sell Services at the Property; and (v) the exclusive right to receive Marketing Services from the Property Manager for the Services. Owner shall not permit any other provider of television or video programming to use the Video System for any purpose whatsoever.

(b) License. Owner hereby grants to Company, for the term of this Agreement and to the full extent permitted by law, an exclusive license of ingress, egress, access, and right of way across, through, in, or on any part or all of the Property, each unit within the Property and Video System, to engage in any act or activity contemplated by this Agreement. Company also shall have the right to keep the area covered by the license and right of way granted herein clear of all shrubs and other obstacles. The license contained herein shall run with the land and be binding on Owner's successors and assigns. The license contained herein shall terminate on the termination date of this Agreement, as extended from time to time.

(c) Marketing Services.

(i) Company may market, promote, and sell the additional video services under such trade names or other branding as it may elect from time to time and utilize such marketing and promotional methods as it may reasonably elect, including, without limitation, direct mail, door hangers, displays, kiosks, telemarketing, customer contacts, and other promotional activities, provided that any such activity shall conform to high standards of ethical and professional conduct and shall not interfere with the Property Manager's primary duties of leasing and managing apartments and shall be discontinued upon Owner's request (which shall not be made unreasonably).

(ii) Owner and Property Manager shall not market any other provider's services in competition with Company.

(iv) Owner shall provide to Company relevant information requested by Company regarding residents of the Property, and other information necessary to operate the Video System and provide Services and additional video services according to this Agreement or to comply with Federal Communications Commission ("FCC") rules, subject to applicable law.

4. Video System.

(a) Company's Rights. Owner shall be obligated to make available to Company during the term of this Agreement (i) space sufficient for the Premises; (ii) access to and right to use any existing facilities, including wiring, owned and controlled by Owner for the provision of the Services; and (iii) sufficient access and space for installation of any cables, wiring, or other equipment reasonably required to be installed at the Property necessary or desirable for the delivery of the Services.

(b) Installation. Owner acknowledges and agrees that the receipt and distribution of the Services at the Property may be dependent upon a clear line-of-sight or other technical requirements. Owner agrees to cooperate with Company in the selection of the initial location or subsequent relocation of the Video System to meet such technical requirements. Owner promptly shall provide to Company requested specifications on the Property reasonably obtainable by Owner, such as wiring schematics and/or building diagrams. Owner agrees to

cooperate with Company in obtaining permits, consents, licenses, and any other requirements that may be necessary for Company to install and operate the Video System and furnish the Services, provided Company shall be solely responsible for the costs of such permits or other requirements.

(c) Ownership of the Video System. Every portion of the Video System, whether or not affixed to the Property, shall be used exclusively for Company's operation of the Video System. Upon expiration or termination of the term of this Agreement, all cable home run wiring (as defined by the FCC) and distribution plant belonging to Company shall become the property of Owner. All cable television receivers, modulators, high speed internet equipment and any other equipment which belong to the Company may be removed upon the termination or expiration of this Agreement, provided, any equipment that has not been removed within one hundred twenty (120) days after the termination of this agreement and that is not the subject of ongoing negotiation shall be deemed abandoned and the property of Owner.

(d) Maintenance. Company shall maintain the Video System in good order, condition, and repair. In no event shall Owner interfere with or attempt to repair, maintain, or service the Video System or allow any third party to do so.

(f) Electricity. Owner shall provide Company sufficient electricity to operate the Video System and HVAC required for the headend room at Owner's sole expense.

5. Service.

(a) Company shall provide Services meeting the specifications set forth in the Basic Provisions through the Video System to each resident, provided Company, in its sole discretion, may change or modify the technology used to provide the Services or provide additional telecommunications services, subject to the terms of this Agreement.

(b) Company's liability in any monthly period for any failure to provide any Service, or for any material interruption thereof, shall be limited to a refund of any fees paid with respect to any such Service not so provided, prorated over the applicable monthly billing period; provided that Company shall have no liability for Service outages or interruptions lasting less than twenty-four (24) hours in duration.

(c) Company shall make available a customer service representative to receive service requests or inquiries from Owner, Property Manager, or residents. Company's customer service center shall be operated in accordance with industry standards and FCC standards set for customer service centers of entities providing services similar to those that Company shall provide hereunder. As of the date of Company's execution of this Agreement, Company's hours of customer service are 10 a.m. to 7 p.m. (EST), Monday through Friday; Company has a live answering service available for service outages and emergencies during all other times. Company reserves the right to change hours and operations of customer service, but Company shall provide subscribers with notice of material changes.

(d) Company shall respond promptly to any and all complaints or repair requests from subscribers, and all such complaints and repair requests will be handled in a professional and efficient manner. Company shall perform routine maintenance services during its normal working hours. Company shall obtain any required consents from residents, Owner, or Owner's employees prior to commencement of repair and maintenance service in dwelling units; provided, Owner shall obtain or provide to Company consent from residents prior to commencing the initial installation of the Video System or subsequent upgrades thereof.

**Exhibit "A"**

**Attached to and made a part of that certain Agreement, dated [REDACTED]  
[REDACTED] between Sat Star Communications, LLC and [REDACTED]**

**Basic Provisions**

Certain basic provisions of this Agreement are set forth below.

1. Date of Agreement: \_\_\_\_\_
2. Property Name and Address: [REDACTED]
3. Number of Units: [REDACTED]
4. Company: Sat Star Communications, LLC  
Notice Address: 5155 Rio Vista Avenue  
Tampa, FL 33634  
Attention: General Counsel
5. Owner: [REDACTED]  
Notice Address: [REDACTED]
6. Term: Five (5) years from the date of this Agreement.
7. Extension Options: Automatic 1 year extensions, each extension for a period of 12 months; provided, either party shall have the right to terminate this Agreement before the end of the initial term or before the end of any extension thereof by delivering written notice to the other not earlier than one (1) year and not later than three (3) months prior to the expiration of the then-current term or extension.
8. Services Fees: Commencing on the initial delivery of services, and on the first day of every calendar month thereafter, Owner shall pay Company the amount of [REDACTED] multiplied by [REDACTED] in exchange for the cable television programming portion of the Services. Commencing on the initial delivery of services, and on the first day of every calendar month thereafter, Owner shall pay Company the amount of [REDACTED] multiplied by [REDACTED] in exchange for the high speed internet portion of the Services. Service Fees that are unpaid for more than five (5) days after the date on which they are due shall accrue interest at the lesser of [REDACTED] per month or the maximum permitted by law. The Services Fees may be increased once every twelve months but only by the same percentage the Company's cost for the associated services increase. Company will provide documentation of any increase in its costs. In no event will the Services Fees increase exceed the percentage increase in the CPI-U for the federal Standard Metropolitan Statistical Area nearest the property. Any Services Fees increase will require written notice to the Owner 90 days prior to any proposed fee increase.



## **SERVICES**

1. "Services" shall mean the cable television programming provided to the Property via non-broadcast satellite, wireless, or fiber-delivered programming and high speed internet services delivered over the Video System. The Services shall be exclusive except as provided by law, and Owner exclusively shall market the Services as set forth in the Agreement.
2. Initial Line-up – Upon activation of the Services, the initial video line-up shall be (or shall be substantially similar to) the line-up set forth on Exhibit "A-1" attached hereto.

# Exhibit D

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### Exclusive Right to Provide Cable Service

THIS AGREEMENT, entered into this [REDACTED] day of [REDACTED], engages [REDACTED] (hereinafter referred to as "Customer"), with offices located at [REDACTED] and Digital Community Networks, Inc., (hereinafter referred to as "DCNets") with offices located at 4050 20<sup>th</sup> Street West, Bradenton, Florida 34205.

This Agreement is applicable to the property(ies) owned, managed, leased or operated by Customer, [REDACTED] (hereinafter referred to as "Property").  
[REDACTED]

See Legal Description attached hereto as Exhibit A

#### Definitions

**Cable System** – A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video service and which is provided to multiple subscribers.

**Cable Service** – All video programming that can legally be retransmitted via a cable system and

includes without exception any signal that can be captured from any television broadcast station, satellite broadcast station, wireless broadcast station, data modem transmission and/or any signal that can be of local origination.

**Demarcation Point.** - That point at or about twelve inches outside of where the cable wire enters the subscriber's actual dwelling unit. For example, the "twelve inches outside the subscriber's dwelling unit" could well be a point on the 5<sup>th</sup> floor outside of the building in which the dwelling unit is located, if the new cable system is installed as an exterior post wire design. The location of the subscriber's unit in the building(s) at the property does not change the demarcation point.

WHEREAS, Customer desires to have DCNets provide telecommunications services to the residents of the Property. These services include services commonly referred to as cable television and telephone and/or any other service that DCNets is legally able to provide via the system that DCNets shall install at the Property. DCNets will install and operate the new cable system for the sole purpose of making a profit on the operation of the retail sale of telecommunication services to the residents of the Property.

Further, DCNets would not invest the sums required to build and operate the cable system without the ability to remain in place and sell its services, even if there should be a change in ownership of the Property. Therefore, Customer and DCNets agree to the following terms and conditions.

**A.) Customer grants DCNets the following rights:**

1. A permanent blanket easement to the property to be used for the installation and operation of its system in order to provide telecommunication services to the residents of the property.
2. The exclusive right to provide cable services to residents of the Property. Customer is not responsible for any financial obligations to DCNets that residents may occur for individual subscription for cable service from DCNets.
- 3.
- 4.
5. **REDACTED**
- 6.
- 7.

and efforts over the term of this Agreement shall include:

- a. Names and addresses for all of the residents of the Property, provided to DCNets expressly for use in consumer marketing campaigns to secure retail customers. This data will be maintained on a confidential basis and used exclusively for direct mail and on-site promotional campaigns only by DCNets.
- b. Permit leasing and sales agents on the Property to provide DCNets' telecommunications service information to residents.
- c. Permit DCNets to conduct special events at the Property, expressly for the purpose of educating and soliciting new customers at convenient and appropriate times during the week.
- d. Provide suitable space for the display of promotional and educational consumer-marketing materials in the Clubhouse and/or leasing office and any other areas that are recommended by DCNets and deemed suitable by Customer.

**B.) WHEREAS, in further consideration for this Agreement, DCNets hereby agrees to grant Customer the following:**

1. DCNets will provide residents with cable programming choices that are, generally available to residents in the county.
2. DCNets affirms that cable television services will be maintained and operated in a professional manner in keeping with generally recognized industry standards. Further DCNets affirms that programming choices and pricing will be competitive with franchised cable systems in the region.
3. Installation: DCNets will install all its equipment in a professional manner according to industry standards.
4. Workmanship. DCNets shall provide Customer, for Customer's approval prior to installation of the system, plans and specifications applicable to construction of the system. If there is any incomplete work, or the construction of the system does not comply with the plans and specifications, as previously agreed upon, or any damage is caused as a result of DCNets' work it will be promptly corrected by the company.
  - a. Subject to delays beyond the reasonable control of DCNets or caused by the Customer or his employees or agents, work performed by DCNets shall proceed in substantial compliance with the schedule of construction at the Property, which shall be established by the general contractor and previously agreed to by DCNets.
  - b. Each employee of DCNets shall have all licenses required by law to perform the task assigned to him.

- c. Materials utilized by DCNets will be in conformity with the plans and specifications delivered to the Customer.
  - d. DCNets shall be responsible for the removal of its waste material and rubbish that results from the installation of the telecommunications system.
  - e. DCNets shall be responsible for initiating, maintaining and supervising all safety precautions and programs reasonably acceptable to DCNets and the Customer in connection with the installation of the telecommunications equipment.
  - f. All construction and installation of the telecommunications system shall be accomplished in a good and workmanlike manner in accordance with plans, specifications and the updated project schedules provided from time to time by the Customer.
  - g. The telecommunications system installation shall be in accordance with all applicable codes, regulations, laws and ordinances and shall include without limitation caulking of penetrations of firewall.
5. Indemnification and Insurance. DCNets agrees to indemnify the Customer and its affiliates for any actions or claims which may arise as a result of or due to DCNets' construction, installation and operation of the telecommunications system, except claims that arise due to the gross negligence of the Customer, its employees or agents.
- a. Company; agrees that it shall maintain, at its sole expense, insurance coverage, including worker's compensation coverage in an amount sufficient to comply with applicable law and employer's liability, comprehensive general liability and Property damage coverage in the amount of \$1,000,000. DCNets shall provide the Customer with certificates of insurance evidencing such coverage prior to starting installation.
  - b. Customer agrees to indemnify DCNets and its affiliates for any actions or claims which may arise as a result of or due to Customers actions in the construction, installation and operation of the Property, except claims that arise due to the gross negligence of the DCNets, its employees or agents.

**C.) WHEREAS, Customer and DCNets further mutually agree as follows:**

- 1. Term. The term of this Agreement shall be fifteen (15) years commencing on the execution date of this Agreement. Thereafter, the term of the Agreement shall extend automatically for successive five-year renewal periods. Either party may terminate this Agreement by providing notice to the other party at least one hundred twenty (120) days prior to the commencement of any renewal period. Said termination notification must be in writing and forwarded by certified US mail.

## CONTRACT FOR BULK CABLE SERVICE

This Contract for Cable TV Service is made effective as of this [REDACTED] day of [REDACTED] by and between [REDACTED] (herein referred to as "Customer") and Digital Community Networks, Inc. of 4050 20<sup>th</sup> Street West, Bradenton, Florida 34205 (herein referred to as "DCNets").

This Agreement is applicable to the property(ies) owned, managed, leased or operated by Customer, [REDACTED] (hereinafter referred to as "Property").  
[REDACTED]

1. **DESCRIPTION OF SERVICES.** Beginning on [REDACTED] DCNets will provide cable services to Customer for the term of the contract. The beginning date of this contract may be moved back up-to 90 days if required by Customer's current contractual obligations. The specific channels are described in "Exhibit A, Channel Guide". DCNets reserves the right to change programming if any of the channels listed in Exhibit A become unavailable due to changes in policy by the program distributor, which are unacceptable to DCNets. However, no new channel will be substituted without the approval of Customer.

2. **A. PAYMENT FOR SERVICES.** Customer will pay compensation to DCNets for the Cable Service in the amount of

**REDACTED**

# Exhibit E

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copy

**DIGITAL COMMUNITY NETWORKS**  
**SERVICE AGREEMENT**

This is an agreement (the "Agreement") between Digital Community Networks, Inc. ("Digital"), whose address is 2073 Porter Lake Drive, Suite D, Sarasota, Florida 34240, and [REDACTED] (the "Owner"), whose address is [REDACTED].

[REDACTED] The Owner owns and/or manages a residential building commonly known as [REDACTED] (the "Property").

The property legal description is attached as Exhibit "A".

**TERMS AND CONDITIONS**

**1. THE SYSTEM.**

1.1. **Exclusive Rights.** The Owner grants Digital the exclusive right to install, operate and maintain equipment (the "System") at the Property reasonably necessary to receive and distribute and to provide services, to include, but not limited to: Television Programming; High-Speed Internet; Telephony and Home Security (the "Services") to the residents of the Property. Digital shall, at its own expense, install, operate and maintain the System and keep it in good repair. The System shall be the personal property of Digital. Digital may use the System to serve the Property as well as other Properties. Digital shall, to the extent permitted by law, have the sole and exclusive right to distribute the Services at the Property during the Bulk Rate Term. If a Bulk Rate Term is in force on the Property, see Exhibit "D". Digital shall have the right to sell services to individual residents at the property on a non-exclusive basis following the expiration of the Bulk Rate Contract

1.2. **Installation.** Digital shall make a good and workmanlike installation of the System and shall not damage the Property or injure anyone. The System shall provide the signal quality required by the FCC for cable television service and the Florida PSC for telephone service. Digital shall submit proposed construction plans describing installation and location of the equipment prior to commencement of construction. The plans for the location of the System are subject to the Owner's approval which shall not be unreasonably withheld or delayed. Digital shall complete installation in a timely manner and if the Property is new construction, Digital shall meet Owner's reasonable construction schedule attached as Exhibit "E". The Owner will, prior to the

Initials \_\_\_\_\_

retail price for Service, and associated costs are set forth in Exhibit "C". Digital shall have sole discretion with respect to the selection, distribution and/or pricing of any programming or related equipment.

**2.2. Broadband and Telephony Services.** Digital may, at its sole discretion, provide high-speed Internet access and other services, to include telephone service and home security. Digital shall have sole discretion with respect to the selection, distribution and/or pricing of the Broadband and telephony services and related equipment. Retail price for service is shown in Exhibit "C".

**2.3. Bulk Pricing.** Bulk pricing for the Services or a part of the Services, if available and if in force on this Property is shown in Exhibit "D".

**3. MARKETING.**

**3.1. Access.** Digital's personnel will have access to the Property to make service and repair calls and conduct marketing in common areas, on weekdays from 9 a.m. to 7 p.m., and on weekends from 9 a.m. to 5 p.m. In the case of an emergency or any outage affecting three or more subscribers, service and repair calls can be made at any time, 24 hours a day. To the extent not otherwise prohibited by applicable law, the Owner will, upon request, periodically provide Digital with a current list of residents at the Property, which list will be kept confidential and may be used only to market the Service. The Owner will provide reasonable space in visible common areas and the rental office, if applicable, for the display and distribution of Digital's marketing materials.

**4. DIGITAL'S OTHER OBLIGATIONS.**

**4.1. Digital's Representations.** Digital warrants and represents that:

**4.1.1.** It is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, is qualified to do business in the state where the Property is located; and

**4.1.2.** It has the corporate power, legal right and governmental and third party approvals and consents as are required to fulfill all of its obligations under this Agreement; and

**4.1.3.** The execution, delivery and performance of this Agreement by Digital have been duly authorized by all necessary corporate action on the part of Digital; and

Initials/